

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

ADRIAN COSS and MARIBEL OCAMPO,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

SNAP, INC.

Defendant.

Case No. 1:22-cv-2480

Hon. Robert M. Dow, Jr.

**DECLARATION OF ALEX HERNANDEZ**

1. I am Systems Administrator for Snap, Inc. (“Snap”). I submit this declaration in support of Snap’s Motion to Dismiss for Lack of Personal Jurisdiction. I have personal knowledge of the matters set forth in this declaration based on my job responsibilities and my review of records Snap maintains in the ordinary course of its business and to which I have access as part of my job responsibilities.

2. Users of the Snapchat app (and other Snap products and services) are required to agree to the Snap Terms of Service (“Terms”) before using Snapchat. The Terms were last updated in November 2021. The Terms contain an arbitration provision. A true and correct copy of the November 2021 Terms is attached hereto as Exhibit 1.

3. The Terms specify the process that users who elect to opt out of the arbitration agreement must follow. In particular, the Terms provide that

You may opt out of this Arbitration Agreement. If you do so, neither you nor Snap can force the other to arbitrate. To opt out, you must notify Snap in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Snapchat username and the email address you used to set up your Snapchat account (if you

have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must either mail your opt-out notice to this address: Snap Inc., Attn: Arbitration Opt-out, 3000 31st Street, Santa Monica, CA 90405, or email the opt-out notice to arbitration-opt-out @ snap.com

Exhibit 1 at ¶ 18(i).

4. As set forth in the Terms, Snap maintains an email address, arbitration-opt-out@snap.com, to which users may submit requests to opt out of the arbitration agreement in the Terms. Snap keeps a record of all opt-out requests that are received at this email address. I have access to the e-mail inbox through which opt-out requests are received, and have reviewed Snap's records of opt-out requests received through this email address.

5. The Terms also allow users to opt out of the arbitration agreement by mailing their opt-out request to the address set forth in the Terms. Snap maintains all opt-out requests received by mail and received at the address set forth in the Terms.

6. I have reviewed the records of Snapchat users who opted out of the arbitration agreement either by email or by mail. According to Snap's records, there are 51 Snapchat users in Illinois who have opted out of the arbitration agreement in Snap's November 2021 Terms or in any prior version of Snap's Terms.

I declare under penalty of perjury that the foregoing is true and correct. Executed on June \_\_, 2022.

DocuSigned by:  
  
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# Exhibit 1

# Snap Inc. Terms of Service

Effective: November 15, 2021

## Welcome!

We've drafted these Terms of Service (which we call the "Terms") so you'll know the rules that govern our relationship with you as a user of our Services. Although we have tried our best to strip the legalese from the Terms, there are places where they may still read like a traditional contract. There's a good reason for that: these Terms form a legally binding contract between you and Snap Inc. ("Snap"). So please read them carefully.

By using Snapchat, Bitmoji, or any of our other products or services that are subject to these Terms (which we refer to collectively as the "Services"), you agree to the Terms. Of course, if you don't agree with them, then don't use the Services.

These Terms apply if you live in the United States or if your principal place of business is in the United States. If you live outside of the United States or if your principal place of business is outside of the United States, Snap Group Limited provides you the Services and your relationship is governed by the [Snap Group Limited Terms of Service](#).

ARBITRATION NOTICE: THESE TERMS CONTAIN AN [ARBITRATION CLAUSE](#) A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND SNAP AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND SNAP WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED IN THAT ARBITRATION CLAUSE.

## 1. Who Can Use the Services

No one under 13 is allowed to create an account or use the Services. If you are under 18, you may only use the Services with the prior consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you before you start using the Services. We may offer additional Services with additional terms that may require you to be even older to use them. So please read all terms carefully. By using the Services, you represent, warrant, and agree that:

- you can form a binding contract with Snap;
- you are not a person who is barred from using the Services under the laws of the United States or any other applicable jurisdiction—including, for example, that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition;
- you are not a convicted sex offender; and
- you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.

If you are using the Services on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to “you” and “your” in these Terms will mean both you as the end user and that business or entity). If you are using the Services on behalf of an entity of the U.S. Government, you agree to the [Amendment to Snap Inc. Terms of Service for U.S. Government Users](#).

## 2. Rights We Grant You

As between you and us, Snap (and its licensors) is the owner of the Services, including all proprietary content, information, material, software, images, text, graphics (including any Bitmoji avatars that you may assemble using visual elements we provide), illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, video, music, and “look and feel” of the Services, and all related intellectual property rights. Snap grants you a worldwide, royalty-free, non-assignable, non-exclusive, revocable, and non-sublicensable license to use the Services. This license is for the sole purpose of using and enjoying the Services in a way that

these Terms and our policies, such as our [Community Guidelines](#) and [Sounds on Snapchat Guidelines](#), allow. You may not use the Services in ways that are not authorized by these Terms. Nor may you help anyone else in doing so.

### **3. Rights You Grant Us**

Many of our Services let you create, upload, post, send, receive, and store content. When you do that, you retain whatever ownership rights in that content you had to begin with. But you grant us a license to use that content. How broad that license is depends on which Services you use and the Settings you have selected.

For all content you submit to the Services, you grant Snap and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute that content. This license is for the purpose of operating, developing, providing, promoting, and improving the Services and researching and developing new ones. This license includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the Services, solely for the purpose of providing such Services.

We call Story submissions that are set to be viewable by Everyone as well as content you submit to public Services, like Public Profiles, Snap Map, or Lens Studio, "Public Content." Because Public Content is inherently public, you grant Snap, our affiliates, other users of the Services, and our business partners all of the same rights you grant for non-Public Content in the previous paragraph, as well as an unrestricted, worldwide, royalty-free, irrevocable, and perpetual right and license to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronize, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content (including the separate video, image, sound recording, or musical compositions contained therein) in any form and in any and all media or distribution methods, now known or later developed. When you appear in, create, upload, post, or send Public Content (including your Bitmoji), you also grant Snap, our affiliates, other users of the Services, and our business partners an unrestricted, worldwide,

royalty-free, irrevocable, and perpetual right and license to use the name, likeness, and voice, of anyone featured in your Public Content for commercial and non-commercial purposes. This means, among other things, that you will not be entitled to any compensation if your content, videos, photos, sound recordings, musical compositions, name, likeness, or voice are used by us, our affiliates, users of the Services, or our business partners. For information about how to tailor who can watch your content, please take a look at our [Privacy Policy](#) and [Support Site](#). All Public Content must be appropriate for people ages 13+.

While we're not required to do so, we may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the Services or if we think your content violates these Terms. You alone, though, remain responsible for the content you create, upload, post, send, or store through the Service.

We, our affiliates, and our third-party partners may place advertising on the Services, including personalized advertising based on the information you provide us, we collect, or we obtain about you. Advertising may sometimes appear near, between, over, or in your content.

We always love to hear from our users. But if you provide feedback or suggestions, just know that we can use them without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in any materials or items we develop based on such feedback or suggestions.

## **4. Additional Terms for Specific Services**

Additional terms and conditions listed on the [Snap Terms & Policies](#) page or that are otherwise made available to you may apply to specific Services. If you use those Services, then those additional terms become part of these Terms. If any of the applicable additional terms conflict with these Terms, the additional terms will prevail while you are using the Services to which they apply.

## **5. Privacy**

Your privacy matters to us. You can learn how your information is handled when you use our Services by reading our [Privacy Policy](#).

## 6. The Content of Others

Much of the content on our Services is produced by users, publishers, and other third parties. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the user or entity that submitted it. Although Snap reserves the right to review or remove all content that appears on the Services, we do not necessarily review all of it. So we cannot—and do not—guarantee that other users or the content they provide through the Services will comply with our Terms or [Community Guidelines](#).

## 7. Respecting the Services and Snap's Rights

You must also respect Snap's rights and adhere to the [Snapchat Brand Guidelines](#), [Bitmoji Brand Guidelines](#), and any other guidelines, support pages, or FAQ's published by Snap or our affiliates. That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following:

- use branding, logos, icons, user interface elements, designs, photographs, videos, or any other materials Snap makes available via the Services, except as explicitly allowed by these Terms, the [Snapchat Brand Guidelines](#), [Bitmoji Brand Guidelines](#) or other brand guidelines published by Snap or our affiliates;
- violate or infringe Snap's or our affiliates' copyrights, trademarks, or other intellectual property rights;
- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of, or otherwise use the Services or the content on the Services, other than temporary files that are automatically cached by your web browser for display purposes, as otherwise expressly permitted in these Terms, as otherwise expressly permitted by us in writing, or as enabled by the Service's intended functionality;
- create more than one account for yourself, create another account if we have already disabled your account, attempt to access the Services through unauthorized third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;

- reverse engineer, duplicate, decompile, disassemble, or decode the Services (including any underlying idea or algorithm), or otherwise extract the source code of the software of the Service;
- use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other users' information;
- use or develop any third-party applications that interact with the Services or other users' content or information without our written consent;
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services;
- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services;
- attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access;
- probe, scan, or test the vulnerability of our Services or any system or network;
- violate any applicable law or regulation in connection with your access to or use of the Services; or
- access or use the Services in any way not expressly permitted by these Terms or our [Community Guidelines](#).

## 8. Respecting Others' Rights

Snap respects the rights of others. And so should you. You therefore may not use the Services, or enable anyone else to use the Services, in a manner that violates or infringes someone else's rights of publicity, privacy, copyright, trademark, or other intellectual property right. When you submit content to the Service, you agree and represent that you own that content, or that you have received all necessary permissions, clearances, and authorizations in order to submit it to the Service (including, if applicable, the right to make mechanical reproductions of the musical works embodied in any sound recordings, synchronize any compositions to any content, publicly perform any compositions or sound recordings, or any other applicable rights for any music not provided by Snap that you include in your content) and grant the rights and licenses contained in these Terms for your content. You also agree that you will not use or attempt to use another user's account except as permitted by Snap or its affiliates.

Snap honors copyright laws, including the Digital Millennium Copyright Act and takes reasonable steps to expeditiously remove from our Services any infringing material that we become aware of. If Snap becomes aware that a user has repeatedly infringed copyrights, we

will take reasonable steps within our power to terminate the user's account. If you believe that anything on the Services infringes a copyright that you own or control, please report it using the form accessible through this [tool](#). Or you may file a notice with our designated agent: Snap Inc., Attn: Copyright Agent, 3000 31st Street, Santa Monica, CA 90405, email: copyright @ snap.com. Don't use this email address for anything other than reporting copyright infringement, as such emails will be ignored. To report other forms of infringement on the Services, please use the tool accessible [here](#). If you file a notice with our Copyright Agent, it must comply with the requirements set forth at [17 U.S.C. § 512\(c\)\(3\)](#). That means the notice must:

- contain the physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- identify the copyrighted work claimed to have been infringed;
- identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to let us locate the material;
- provide your contact information, including your address, telephone number, and an email address;
- provide a personal statement that you have a good-faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- provide a statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

## 9. Safety

We try hard to keep our Services a safe place for all users. But we can't guarantee it. That's where you come in. By using the Services, you agree that you will at all times comply with these Terms, including our [Community Guidelines](#) and any other policies Snap makes available in order to maintain the safety of the Services.

If you fail to comply, we reserve the right to remove any offending content, terminate or limit the visibility of your account, and notify third parties—including law enforcement—and provide those third parties with information relating to your account. This step may be necessary to protect the safety of our users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns.

We also care about your physical safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws. For example, never use the Services while driving. And never put yourself or others in harm's way just to capture a Snap.

## 10. Your Account

To use certain Services, you need to create an account. You agree to provide us with accurate, complete, and updated information for your account. You are responsible for any activity that occurs in your account. So it's important that you keep your account secure. One way to do that is to select a strong password that you don't use for any other account. If you think that someone has gained access to your account, please immediately reach out to [Support](#). Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your device's settings. You agree not to create any account if we have previously removed or banned you or your account from any of our Services, unless we consent otherwise.

## 11. Memories

Memories is our data-storage service that makes it easier for you to reminisce anytime, anywhere. By agreeing to these Terms, you automatically enable Memories. Once Memories is enabled, it will remain enabled for as long as you maintain your Snapchat account. But you can turn off certain Memories features in Settings.

One of the options we provide with Memories is the ability to create a restricted area by setting a passcode, which might be a PIN or a passphrase or some other mechanism. This is similar to the device-lock option you may be using on your mobile device; by setting a passcode, you make it less likely that another person who gets a hold of your device will be able to see what you saved to the restricted area of Memories. But here's a big warning: IF YOU LOSE OR FORGET YOUR MEMORIES PASSCODE, OR IF YOU ENTER THE WRONG ONE TOO MANY TIMES, YOU WILL LOSE ACCESS TO ANY CONTENT YOU SAVED IN THE RESTRICTED AREA OF MEMORIES. We don't offer any passcode recovery features for this

restricted area. You are solely responsible for remembering your passcode. Please go to our [Support Site](#) for more details on passcodes.

Your content in Memories might become unavailable for any number of reasons, including things like an operational glitch or a decision on our end to terminate your account. Since we can't promise that your content will always be available, we recommend keeping a separate copy of content you save to Memories. We make no promise that Memories will be able to accommodate your precise storage needs. We reserve the right to set storage limits for Memories, and we may change these limits from time to time in our sole discretion. And just as with our other Services, your use of Memories may take up space on your device and may incur mobile data charges.

## 12. Data Charges and Mobile Phones

You are responsible for any mobile charges that you may incur for using our Services, including text-messaging (such as SMS, MMS, or future such protocols or technologies) and data charges. If you're unsure what those charges may be, you should ask your service provider before using the Services.

By providing us with your mobile phone number, you agree to receive SMS messages from Snap related to the Services, including about promotions, your account, and your relationship with Snap. These SMS messages may be made to your mobile phone number even if your mobile phone number is registered on any state or federal Do Not Call list, or international equivalent.

If you change or deactivate the mobile phone number that you used to create an account, you must update your account information through Settings within 72 hours to prevent us from sending messages intended for you to someone else.

## 13. Third-Party Services

Certain Services may display, include or make available content, data, information, applications, features or materials from third parties ("Third-Party Materials"), or provide links to certain

third-party websites. If you use any Third-Party Materials made available through our Services (including Services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. Neither Snap nor our affiliates are responsible or liable for a third party's terms or actions taken under the third party's terms. Further, by using the Services, you acknowledge and agree that Snap is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or websites. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other websites are provided solely as a convenience to you.

## **14. Modifying the Services and Termination**

We're relentlessly improving our Services and creating new ones all the time. That means we may add or remove features, products, or functionalities, and we may also suspend or stop the Services altogether. We may take any of these actions at any time for any reason, and when we do, we may not provide you with any notice beforehand.

While we hope you remain a lifelong Snapchatter, you can terminate these Terms at any time and for any reason by deleting your Snapchat account (or, in some cases, the account associated with the applicable part of the Services you are using).

We may terminate or temporarily suspend your access to the Services if you fail to comply with these Terms, our [Community Guidelines](#) or the law, for any reason outside of our control, or for any reason, and without advanced notice. That means that we may terminate these Terms, stop providing you with all or any part of the Services, or impose new or additional limits on your ability to use our Services. And while we'll try to give you reasonable notice beforehand, we can't guarantee that notice will be possible in all circumstances. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason.

Regardless of who terminates these Terms, both you and Snap continue to be bound by Sections 3, 4 (to the extent any additional terms and conditions would, by their terms, survive), and 6 - 23 of the Terms.

## **15. Indemnity**

You agree, to the extent permitted by law, to indemnify, defend, and hold harmless Snap, our affiliates, directors, officers, stockholders, employees, licensors, and agents from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to: (a) your access to or use of the Services, or any products or services provided by a third party in connection with the Services, even if recommended, made available, or approved by Snap; (b) your content, including infringement claims related to your content; (c) your breach of these Terms or any applicable law or regulation; or (d) your negligence or willful misconduct.

## **16. Disclaimers**

We try to keep the Services up and running and free of annoyances. But we make no promises that we will succeed.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE WE ATTEMPT TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE SERVICES WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY; (B) THE SERVICES WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS; OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

NEITHER WE NOR OUR AFFILIATES TAKE RESPONSIBILITY OR ASSUME LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS,

POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH WE OR OUR AFFILIATES WILL BE RESPONSIBLE FOR.

## **17. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE SERVICES; OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE DATE OF THE ACTIVITY GIVING RISE TO THE CLAIM.

## **18. Arbitration, Class-Action Waiver, and Jury Waiver**

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY PROVIDE THAT YOU AND SNAP AGREE TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION.

a. Applicability of Arbitration Agreement. In this Section 18 (the “Arbitration Agreement”), You and Snap agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that you and Snap are not required to arbitrate any dispute in which

either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. To be clear: the phrase “all claims and disputes” also includes claims and disputes that arose between us before the effective date of these Terms. In addition, all disputes concerning the arbitrability of a claim (including disputes about the scope, applicability, enforceability, revocability, or validity of the Arbitration Agreement) shall be decided by the arbitrator, except as expressly provided below.

b. Arbitration Rules. The Federal Arbitration Act, including its procedural provisions, governs the interpretation and enforcement of this dispute-resolution provision, and not state law. Arbitration will be conducted by ADR Services, Inc. (“ADR Services”) (<https://www.adrservices.com/>). If ADR Services is not available to arbitrate, the parties will select an alternative arbitral forum, and if they cannot agree, will ask the court to appoint an arbitrator pursuant to 9 U.S.C. § 5. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

d. Fees. ADR Services sets forth fees for its services, which are available at <https://www.adrservices.com/rate-fee-schedule/>. If Snap is the party initiating an arbitration against you, Snap will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration against Snap, you will be responsible for the first \$100 toward the nonrefundable Initial Filing Fee, and Snap will pay the remainder of your Initial Filing fee and both parties’ Administrative Fee.

e. Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and Snap. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Snap.

f. Waiver of Jury Trial. YOU AND SNAP WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Snap are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between you and Snap over whether to vacate or enforce an arbitration award, YOU AND SNAP WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

g. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding any other provision of this Agreement, the Arbitration Agreement or ADR Services' Rules, disputes regarding the interpretation, applicability, or enforceability of this waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither you nor we are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in Section 18.

h. Right to Waive. Any rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Arbitration Agreement.

i. Opt-out. You may opt out of this Arbitration Agreement. If you do so, neither you nor Snap can force the other to arbitrate. To opt out, you must notify Snap in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Snapchat username and the email address you used to set up your Snapchat account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. You must either mail your opt-out notice to this address: Snap Inc., Attn: Arbitration Opt-out, 3000 31st Street, Santa Monica, CA 90405, or email the opt-out notice to arbitration-opt-out @ snap.com.

j. Small Claims Court. Notwithstanding the foregoing, either you or Snap may bring an individual action in small claims court.

k. Arbitration Agreement Survival. This Arbitration Agreement will survive the termination of your relationship with Snap.

## **19. Exclusive Venue**

To the extent that these Terms allow you or Snap to initiate litigation in a court, both you and Snap agree that all claims and disputes (whether contract, tort, or otherwise), including statutory claims and disputes, arising out of or relating to the Terms or the use of the Services will be litigated exclusively in the United States District Court for the Central District of California. If, however, that court would lack original jurisdiction over the litigation, then all such claims and disputes will be litigated exclusively in the Superior Court of California, County of Los Angeles. You and Snap consent to the personal jurisdiction of both courts.

## **20. Choice of Law**

Except to the extent they are preempted by U.S. federal law, the laws of California, other than its conflict-of-laws principles, govern these Terms and any claims and disputes (whether contract, tort, or otherwise) arising out of or relating to these Terms or their subject matter.

## **21. Severability**

If any provision of these Terms is found unenforceable, then that provision will be severed from these Terms and not affect the validity and enforceability of any remaining provisions.

## **22. California Residents**

If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210.

## **23. Final Terms**

These Terms, including the additional terms referenced in Section 4, make up the entire agreement between you and Snap, and supersede any prior agreements. These Terms do not create or confer any third-party beneficiary rights. If we do not enforce a provision in these Terms, it will not be considered a waiver. We reserve the right to transfer our rights under these Terms and provide the Services using another entity, provided that entity upholds these Terms. You may not transfer any of your rights or obligations under these Terms without our consent. We reserve all rights not expressly granted to you.

## **Contact Us**

Snap welcomes comments, questions, concerns, or suggestions. Please contact us by visiting <https://support.snapchat.com/>.

Snap Inc. is located in the United States at 3000 31st Street, Santa Monica, California 90405.

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